

REMARKS

In view of the above amendments and the following remarks, reconsideration and withdrawal of the objections and rejections set forth in the Office Action of August 11, 2003, are earnestly solicited.

The specification has been amended at pages 2, 15 and 21 to correct inadvertent typographical errors.

Claims 1, 8, 9, and 17 have been amended to more clearly set forth Applicants' invention. These amendments are not believed to narrow the scope of Claims 1, 8, 9 and 17.

Claims 19 and 20 have been amended to correct inadvertent typographical errors. These amendments are likewise not believed to narrow the scope of Claims 19 and 20.

Claims 1-20 remain pending in the application.

The informalities in Claims 19 and 20 have been corrected by amendment thereto, thereby mooting the objection to Claims 19 and 20.

Claims 1-20 stand rejected under 35 U.S.C. § 102(e) as being anticipated by Rowney et al. (U.S. Patent No. 5,987,140). The rejection is respectfully traversed.

Applicants' invention is directed to three phases of document generation, document execution via electronic signature input to thereby convert the document to an agreement, and electronic agreement maintenance and control. In the specifically disclosed embodiment, "electronic document" refers, as seen from the specification at page 2, electronic chattel paper. Electronic chattel paper comprises a written instrument identifying a monetary obligation and a security interest in or a lease of specific goods, or a negotiable instrument coupled with a security agreement. Such a

document is converted, in Applicants' claimed invention, to an agreement by associating electronically input signatures therewith.

By distinction, Rowney et al. is concerned with data encryption for secure transmission of authorization requests for credit, not with the generation and maintenance of electronic agreements and electronic signatures as called for in Applicants' claims.

Rowney et al. does not teach Applicants' prevention of creation of fraudulent versions of an agreement. Rather, Rowney et al. is concerned with message transmission encryption (see Col. 11, lines 53-58).

Rowney et al. is devoid of any suggestion of Applicants' "electronic signatures" as that term is used in the instant case (see Applicants' specification beginning at line 22 of page 17 in conjunction with Fig. 10).

Rowney's random capture token 770 generated by payment Gateway Computer 140 is cited by the Examiner as corresponding to Applicants' allowing electronic signatures to be associated with the electronic document. However, token 770 is used to associate a payment capture request with a payment authorization request being processed—not to indicate that an electronic agreement has been electronically signed.

Additionally, Rowney et al. does not teach, claim or even suggest Applicants' maintenance of an authoritative copy of the electronic agreement at the server.

Therefore, Rowney et al. does not teach, claim or suggest at least the following independent claim limitations.

Claim 1:

- "prevent the creation of fraudulent versions of the electronic document"

- "allow electronic signatures to be associated with the electronic document, thereby generating an electronic agreement"
- "maintain an authoritative copy of the electronic agreement in the server memory device of the server processing unit"

Claim 10:

- "(c) receiving a set of electronic signatures from the input source, whereby upon receiving the set of electronic signatures, the electronic document is considered an electronic agreement"
- "(d) in response to receiving a submit indicator, storing the electronic agreement within an access restricted computer system, the stored electronic agreement constituting an authoritative copy of the electronic agreement"

Claim 16:

- "(a) a client device receiving a set of input information from an input source, the separate input information including ... a set of signatures necessary to make the electronic document a binding agreement"
- "(c) ... the server device being access restricted, the stored electronic document and set of signatures constituting the only authoritative copy of the electronic agreement"

Claim 17:

- "prevent the creation of fraudulent versions of the electronic document"
- "allow electronic signatures to be associated with the electronic document, thereby generating an electronic agreement"
- "receiving a set of signatures from the input device"
- "creating at least one signature file containing the set of

signatures"

- "transfer of the electronic document in the encrypted signature file as an electronic agreement to the server"

Claims 1, 8, 9, 17 and 19-20, as amended herein, as Claims 2-7, 10-16 and 18, as originally submitted, are believed to be in condition for allowance, early acknowledgment of which is earnestly solicited.

Respectfully submitted,

Dated: October 23, 2003

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